



**Texas Department of Agriculture**  
**Grain Warehouse**  
**Schedule D - Operator Bond**

**RGW-304**

TODD STAPLES, COMMISSIONER

Bond No. \_\_\_\_\_ Bond Effective Date \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
(public grain warehouse operator applicant or licensee) of \_\_\_\_\_  
(city), county of \_\_\_\_\_, state of \_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_ (surety company) of  
\_\_\_\_\_ (city), county of \_\_\_\_\_, state of \_\_\_\_\_, a  
corporate surety authorized and licensed to do business in the State of Texas, as SURETY, are jointly and severally  
held and firmly bound unto the State of Texas for the benefit of all interested depositors or to their legal  
representatives, attorneys, or assigns, **in the penal sum of** \_\_\_\_\_  
**DOLLARS (\$** \_\_\_\_\_ **)**, lawful money of the United  
States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors,  
successors, legal representatives, and assigns firmly by these presents.

WHEREAS said PRINCIPAL is currently licensed by the Texas Department of Agriculture as a public grain  
warehouse operator or has made application for such a license, to operate the grain warehouse facility/combination  
known as \_\_\_\_\_ and located at \_\_\_\_\_, THE CONDITIONS OF  
THIS OBLIGATION are such that, if the said PRINCIPAL shall faithfully perform all of the duties of a licensed  
public grain warehouse operator, and complies with all the provisions of Chapter 14 of the Texas Agriculture Code  
(said chapter pertaining to the regulation of public grain warehouse operators; hereinafter, Chapter 14) and any rules  
promulgated thereunder, then this obligation shall be void, otherwise to remain in full force and effect during the term  
of the license and its extension or annual renewal or until cancelled as provided for herein. In no event shall the  
liability of the SURETY accumulate for each successive license period during which this bond is in force, but shall be  
limited in the aggregate to the bond amount stated above, or as changed by appropriate rider(s) or endorsement(s).

This bond shall become effective on the date stated above and shall continue in full force and effect until cancelled.  
This bond may not be cancelled by the PRINCIPAL or SURETY named herein, except in accordance with the  
provisions of Chapter 14, which provides that a surety may cancel a bond by sending a notice of intent to cancel by  
registered or certified mail to the Texas Department of Agriculture (hereinafter, the department), such cancellation to  
be effective no earlier than the 91<sup>st</sup> day following the day on which the surety mails the notice of intent to cancel.  
Notice of intent to cancel shall be sent to: Texas Department of Agriculture, Attn: Coordinator for Grain Warehouse  
Programs, P.O. Box 12847, Austin, Texas 78711. A principal may cancel a bond only upon written approval by the  
department of a substitute bond. Liability under the bond shall cease to accrue on the effective date of cancellation.  
Notwithstanding such cancellation, the department or any other interested party, as established by Chapter 14, may  
collect under the bond for any claim that arose in the period during which the bond was in effect, provided that the  
claim is filed within the applicable limitations period established by Chapter 14.

The provisions of Chapter 14, relating to bonding, are hereby made applicable to this instrument and the parties hereto  
and are incorporated herein by reference. In the event of any conflict, the provisions of Chapter 14 and the rules  
promulgated thereunder shall control over the provisions of this bond.

This document becomes public record and is subject to disclosure. With few exceptions, you have the right to request  
and be informed about the information that the State of Texas collects about you. You are entitled to receive and  
review the information upon request. You also have the right to ask the state agency to correct any information that is  
determined to be incorrect. (Reference: Government Code, Sections 552.021, 552.023, and 559.004.)

Legal Business Name \_\_\_\_\_

IN WITNESS WHEREOF, the foresaid PRINCIPAL and SURETY have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_ (year).

\_\_\_\_\_  
Signature of Attorney-in-Fact for Surety\_\_\_\_\_  
Signature of Principal\_\_\_\_\_  
Attorney-in-Fact's Name (Type or Print)\_\_\_\_\_  
Principal's Name (Type or Print)\_\_\_\_\_  
Address of Attorney-in-Fact

Certificates of Acknowledgement
<p>The State of _____, County of _____,</p> <p>Before me, the undersigned Notary Public, on this the _____ day of _____, 20__, A.D., personally appeared _____, known to me to be the person who is subscribed to the foregoing instrument as <b>Attorney-in-Fact</b>, and acknowledged to me that he/she signed and executed the same for the purposes and consideration therein expressed.</p> <p>_____ Notary Public in and for the State of _____ Printed Name: _____ Expiration Date: _____</p> <p style="text-align: right;">NOTARY SEAL</p>
<p>The State of _____, County of _____,</p> <p>Before me, the undersigned Notary Public, on this the _____ day of _____, 20__, A.D., personally appeared _____, known to me to be the person who is subscribed to the foregoing instrument as <b>Principal</b>, and acknowledged to me that he/she signed and executed the same for the purposes and consideration therein expressed.</p> <p>_____ Notary Public in and for the State of _____ Printed Name: _____ Expiration Date: _____</p> <p style="text-align: right;">NOTARY SEAL</p>